

THIRD ADDENDUM TO FIRST AMENDED MASTER LEASE AGREEMENT
CITY OF BRYAN FEDERAL BUILDING

This Third Addendum to the First Amended Master Lease ("Addendum") is entered into by and between the City of Bryan ("City"), a Texas home-rule municipal corporation, and AdventGX Corporation ("AGX"), a corporation organized under and operating in accordance with the laws of the State of Texas, hereinafter collectively referred to as the Parties. This Addendum modifies the First Amended Master lease Agreement ("Master Lease") entered into by the parties, effective February 1, 2011.

A. Expanded Leased Premises

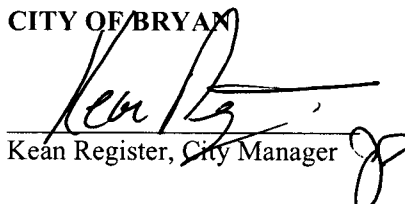
1. In addition to the space already being leased in the basement, the City is expanding the scope of the Master Lease to include additional vacant offices on the first floor, which were previously occupied by the City, totaling 545 square feet. A diagram showing the area to be included pursuant to this Addendum is attached as Exhibit A.
2. AGX agrees to pay the City monthly rent of \$0.80 per square foot, or \$436 per month, payable at the same time as rental payment under the Master Lease.

B. Terms and Conditions

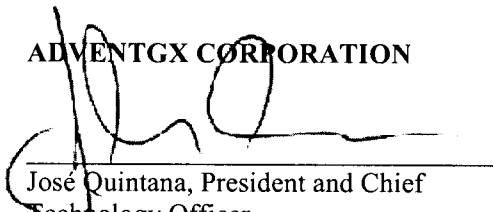
3. All other terms and conditions included in the Master Lease remain in full force and effect.

SIGNED AND EXECUTED on this the 18 day of September, 2013.

CITY OF BRYAN


Kean Register, City Manager

ADVENTGX CORPORATION


José Quintana, President and Chief
Technology Officer

ATTEST:


Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

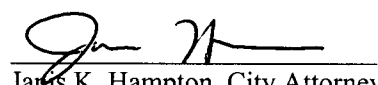

Janis K. Hampton, City Attorney

Exhibit A



SECOND ADDENDUM TO FIRST AMENDED MASTER LEASE AGREEMENT
CITY OF BRYAN FEDERAL BUILDING

This Second Addendum to the First Amended Master Lease ("Addendum") is entered into by and between the City of Bryan ("City"), a Texas home-rule municipal corporation, and AdventGX Corporation ("AGX"), a corporation organized under and operating in accordance with the laws of the State of Texas, hereinafter collectively referred to as the Parties. This Addendum modifies the First Amended Master lease Agreement ("Master Lease") entered into by the parties, effective February 1, 2011.

A. Expanded Leased Premises


1. In addition to the space already being leased in the basement, the City is expanding the scope of the Master Lease to include additional vacant offices on the first floor, which were previously unoccupied.
2. The lease will include access to common areas of the first floor, including hallways and bathrooms, but will not include areas currently being used by the City or leased to other parties. A diagram showing the area to be included pursuant to this Addendum is attached as Exhibit A.

B. Terms and Conditions

3. All other terms and conditions included in the Master Lease remain in full force and effect.

SIGNED AND EXECUTED on this the 20 day of February, 2012.

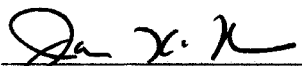
CITY OF BRYAN


Kean Register, Interim City Manager

ATTEST:


Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:


Janis K. Hampton, City Attorney

ADVENTGX CORPORATION

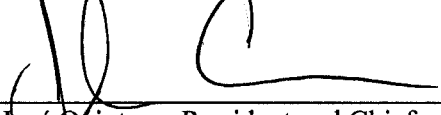
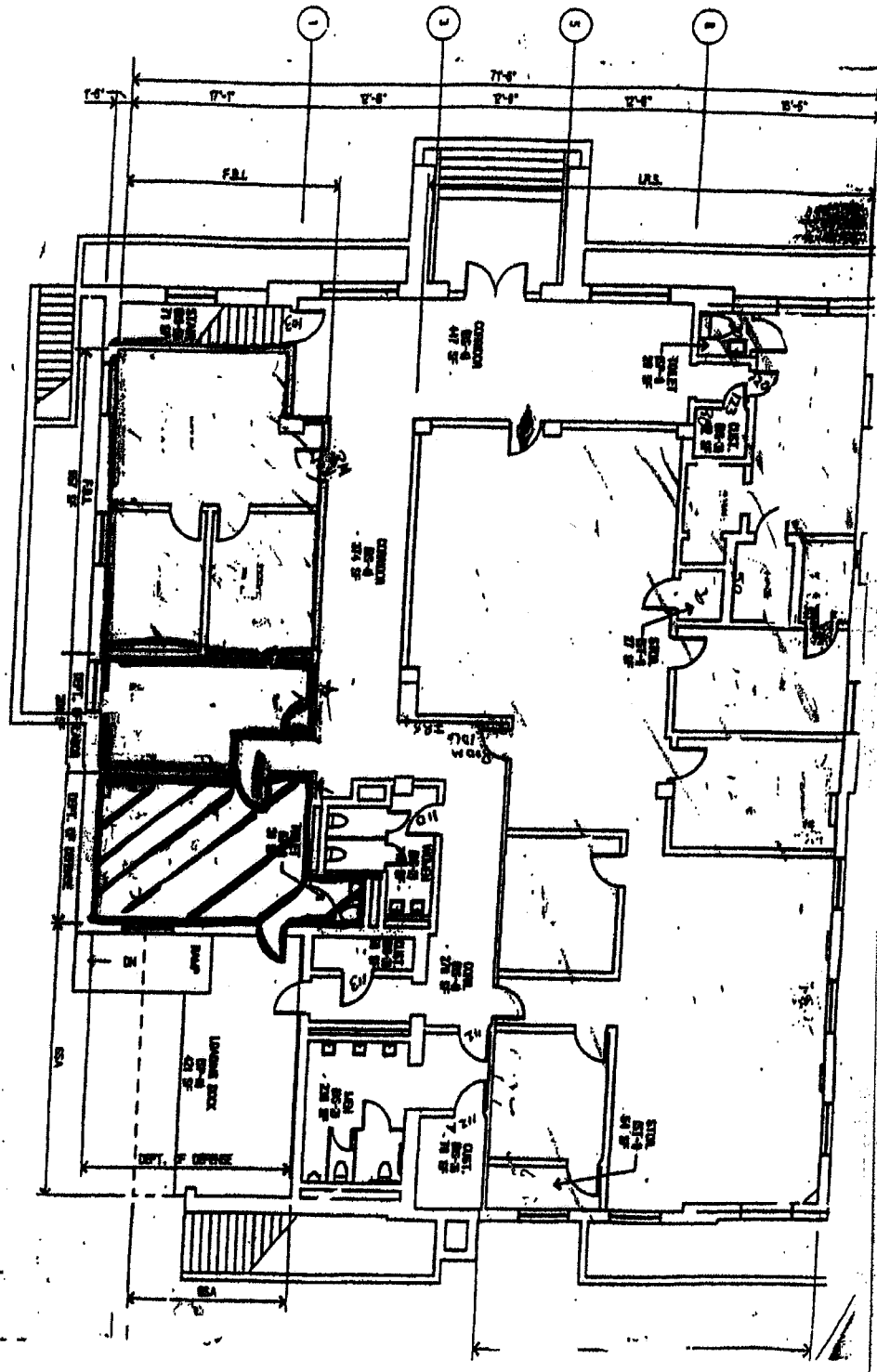

José Quintana, President and Chief
Technology Officer

Exhibit A

FIRST FLOOR PLAN



ADDENDUM TO FIRST AMENDED MASTER LEASE AGREEMENT
CITY OF BRYAN FEDERAL BUILDING

This Addendum to the First Amended Master Lease ("Addendum") is entered into by and between the City of Bryan ("City"), a Texas home-rule municipal corporation, and AdventGX Corporation ("AGX"), a corporation organized under and operating in accordance with the laws of the State of Texas, hereinafter collectively referred to as the Parties. This Addendum modifies the First Amended Master lease Agreement ("Master Lease") entered into by the parties, effective February 1, 2011.

A. Expanded Leased Premises

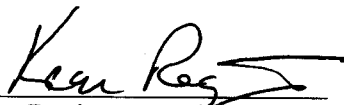
1. In addition to the space already being leased in the basement, the City is expanding the scope of the Master Lease to include vacant offices on the first floor, previously occupied by the Internal Revenue Service as a part of the City's lease with the General Services Administration.
2. The lease will include access to common areas of the first floor, including hallways and bathrooms, but will not include areas currently being used by the City or leased to other parties. A diagram showing the area to be included pursuant to this Addendum is attached as Exhibit A.

B. Terms and Conditions

3. All other terms and conditions included in the Master Lease remain in full force and effect.

SIGNED AND EXECUTED on this the 2nd (new) December day of November, 2011.

CITY OF BRYAN


Kean Register, Interim City Manager

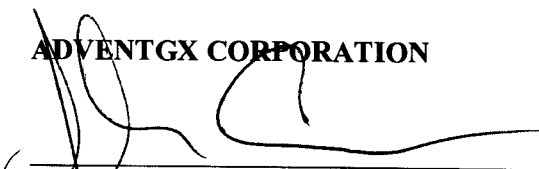
ATTEST:


Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:


Janis K. Hampton, City Attorney

ADVENTGX CORPORATION


Jose Quintana, President and Chief
Technology Officer

This architectural floor plan depicts a building layout with several rooms and corridors. The plan includes the following features:

- Dimensions:** Horizontal dimensions at the top are 17'-0", 17'-0", 17'-0", 17'-0", and 17'-0". Vertical dimensions on the left are 17'-0", 17'-0", 17'-0", and 17'-0".
- Rooms and Areas:**
 - LOBBY:** Located at the top center, featuring a staircase and a reception area.
 - RECEPTION:** Located to the right of the lobby, with a counter and seating area.
 - CONFERENCE ROOM:** A large room with diagonal hatching, located in the center-right.
 - OFFICE:** Several smaller rooms, some with desks and chairs, located around the conference room and lobby.
 - RESTROOM:** Located near the conference room.
 - STAIRS:** Multiple staircases are shown, including one in the lobby and another at the bottom left.
 - LOADING DOCK:** Located at the bottom left, with a loading area and a truck.
 - ENTRANCE:** Located at the bottom center, with a set of stairs leading up.
- Other Labels:**
 - RECEPTION AREA** (multiple instances)
 - CONFERENCE ROOM**
 - OFFICE** (multiple instances)
 - RESTROOM**
 - STAIRS** (multiple instances)
 - LOADING DOCK**
 - ENTRANCE**

Added

J.Q.
11.21-20K

FIRST AMENDED MASTER LEASE AGREEMENT
CITY OF BRYAN FEDERAL BUILDING

This Master Lease (Lease) is entered into by and between the City of Bryan (City), a Texas home rule municipal corporation, and AdventGX Corporation (AGX), a corporation organized under and operating in accordance with the laws of the State of Texas, hereinafter collectively referred to as the Parties. This Lease replaces the original which was executed by both parties on January 27, 2011.

A. Purpose

Pursuant to authority granted to the City by Chapter 380 of the Texas Local Government Code, the Charter of the City of Bryan, and Resolution 3342, the City agrees to lease the Leased Premises to AGX for the purposes of providing an incubator space for emerging and expanding businesses. By encouraging the growth of new businesses downtown in the field of Information & Technology, this incubator will spur sustainable growth in downtown Bryan for years to come.

B. Leased Premises

1. The City agrees to lease a portion of the Federal Building at 216 W. 26th Street in downtown Bryan. The portion of the Federal Building to be leased (Leased Premises) includes all the office space in the basement, totaling approximately 3,695 square feet not including mechanical spaces and common areas, as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
2. In addition, at a later date the City may make available vacant offices on the first floor, provided they are not used by the City or subject to a separate lease. If AGX agrees, the City Manager is authorized to execute an addendum to this lease including such offices within the definition of "Leased Premises" when they become available.

C. Term

1. The initial term of this lease is two years, beginning February 1, 2011. Either party may elect to terminate this lease, with or without cause, by notifying the other party, in writing, not more than six but not less than two months prior to the end of the initial term.
2. Unless terminated as provided herein, the lease will automatically renew for a second term of two years beginning immediately after the expiration of the initial term.
3. Following the expiration of the second term, the Lease will automatically renew for successive one year terms, unless either party elects to terminate the lease, with or without cause, by notifying the other party, in writing, not more than six but not less than two months prior to the end of the then current term.

D. Rent

1. The rent to be paid to the City is the equivalent of eighty percent (80%) of the rental income collected by AGX from subleases of the Leased Premises. Rental income as defined herein does not include penalties or interest from late payments, grant proceeds, security deposits, or allocations for Property Taxes.
2. Rent is due to the City in arrears, on the first day of the month following the month for which the payment is being made.
3. AGX agrees to pay a minimum amount to the City, each month, in accordance with the schedule below. In the event that the City's eighty percent share of Rental Income is less than the minimum payment required for that month, AGX agrees to pay the difference. The minimum payment schedule is as follows:
 - a. During the first six months of the initial term, no minimum payment is required.
 - b. During the remaining eighteen months of the initial term, the minimum payment is \$1,000 per month.
 - c. During the second term, the minimum payment is \$2,000 per month.
 - d. For any subsequent renewal term, the minimum payment is \$3,000 per month.

E. Subleases

1. Except as provided below, AGX may solicit, negotiate, and execute subleases without prior approval by the City, under such terms as AGX determines will most effectively accomplish the purpose of this Lease. When used in this agreement, "tenant" refers to a sub-lessee of AGX.
2. AGX must include, explicitly or by reference, the generic terms provided in Exhibit B and each tenant must agree to abide by those terms.
3. As set forth in Exhibit B, the City reserves the right to terminate any sublease and expel any tenant for cause.

F. Alterations & Improvements

1. AGX may make additions, improvements, replacements, or cosmetic changes to the Leased Premises, provided that:
 - a. anything other than cosmetic changes (painting, carpeting, and interior signage) has the City's advance, written approval;
 - b. all work is done in a professional, workmanlike manner utilizing good quality materials; and
 - c. there is no interference with the use and quiet enjoyment of the other portions of the Federal Building not included as part of the Leased Premises.

2. Any fixtures, installations, or equipment owned or provided by AGX, or a tenant, may be installed in or affixed to the Leased Premises without transferring any ownership interest to the City, provided that AGX, or the tenant, reimburses the City for any damage caused by the installation or removal of same.

G. Property Taxes

1. As a public entity using property for the public purpose of encouraging economic development in downtown Bryan, the City is exempt from ad valorem real property taxes for the Federal Building. However, if the City is assessed for ad valorem real property taxes due to AGX's use of the Leased Premises, AGX agrees to pay same after the taxes become due but before they become delinquent.
2. To the extent that AGX or its tenants own or lease personal property in the Leased Premises, AGX agrees that it will be responsible for coordinating with the Brazos County Appraisal District for the appraisal, assessment, and payment of any ad valorem personal property taxes owed for same.

H. Insurance & Indemnity

1. Prior to taking possession of, or sub-leasing portions of, the Leased Premises, AGX agrees to carry Commercial General Liability Insurance, at the coverage level required by the City of Bryan Purchasing Policy, as may be amended. The City must be named as an additional insured on the policy. A certificate of insurance must be provided to the City before the end of the six month grace period at the beginning of the initial term and within thirty days after the policy is renewed.
2. AGX agrees to indemnify, defend, and hold harmless the City, as well as its officers, agents, and employees, for any claim, damage, or cause of action arising out of, or related to, AGX's use of the Leased Premises under this lease. AGX is not liable for any claim, damage, or cause of action due to the acts or omissions of the City. AGX is not liable for any claim, damage, or cause of action due to the acts or omissions of the tenants.

I. Utilities

1. The City will pay any costs for water, sewer, gas, and electricity for the Leased Premises. However, if the amount of utility services used by AGX, or its Tenants, exceeds the amount of utility services used by the previous tenant, Brazos County, during the same time period in 2009, the City is entitled to reimbursement for the difference. Reimbursement may be requested as frequently as quarterly, and must be based on a quantifiable increase in usage (e.g. kilowatt hours, gallons) and not just cost.
2. Cable, telephone, internet, or other utilities are the responsibility of AGX or the tenants.

J. Access, Maintenance, & Common Areas

1. The City shall have the right to enter upon the Leased Premises at any time for inspection, cleaning, maintenance, or repair, provided that the City will not unreasonably interfere with the operations of AGX or the tenants.
2. The City will maintain control of all keys, but will issue keys to AGX for use by tenants. AGX will ensure that no copies are made.
3. During the term of this lease, AGX and tenants shall have non-exclusive use, in common with other occupants of the building, of the non-reserved parking spaces, driveways, and footways subject to such reasonable restrictions as may be imposed by the City.

K. Defaults & Remedies

If either party defaults on any obligation under this agreement, the other party will provide a written notice of the default. If such default is not cured within thirty days, the non-breaching party may terminate this agreement.

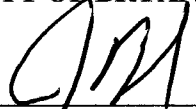
L. Miscellaneous

1. Failure by a party to enforce a provision of this Lease shall not constitute a waiver of such obligation in the future.
2. Notices required by this Lease shall be sent to:

CITY	AGX
City Manager	José Quintana
PO Box 1000	1700 Research Parkway
Bryan, Texas 77805	College Station, Texas 77845
3. Headings in this lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions herein.
4. This lease constitutes the whole agreement of the parties and supersedes any previous discussions, offers, or promises, whether verbal or written. Accept as otherwise provided herein, this lease may only be amended in a writing that is duly executed by the parties.


SIGNED AND EXECUTED on this the 18 day of Feb., 2011, to be effective on the first day of March, 2011.

CITY OF BRYAN



Jason P. Bienski, Mayor

ADVENTGX CORPORATION



José Quintana, President and Chief
Technology Officer

ATTEST:


Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

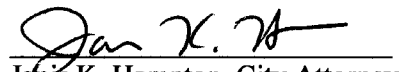
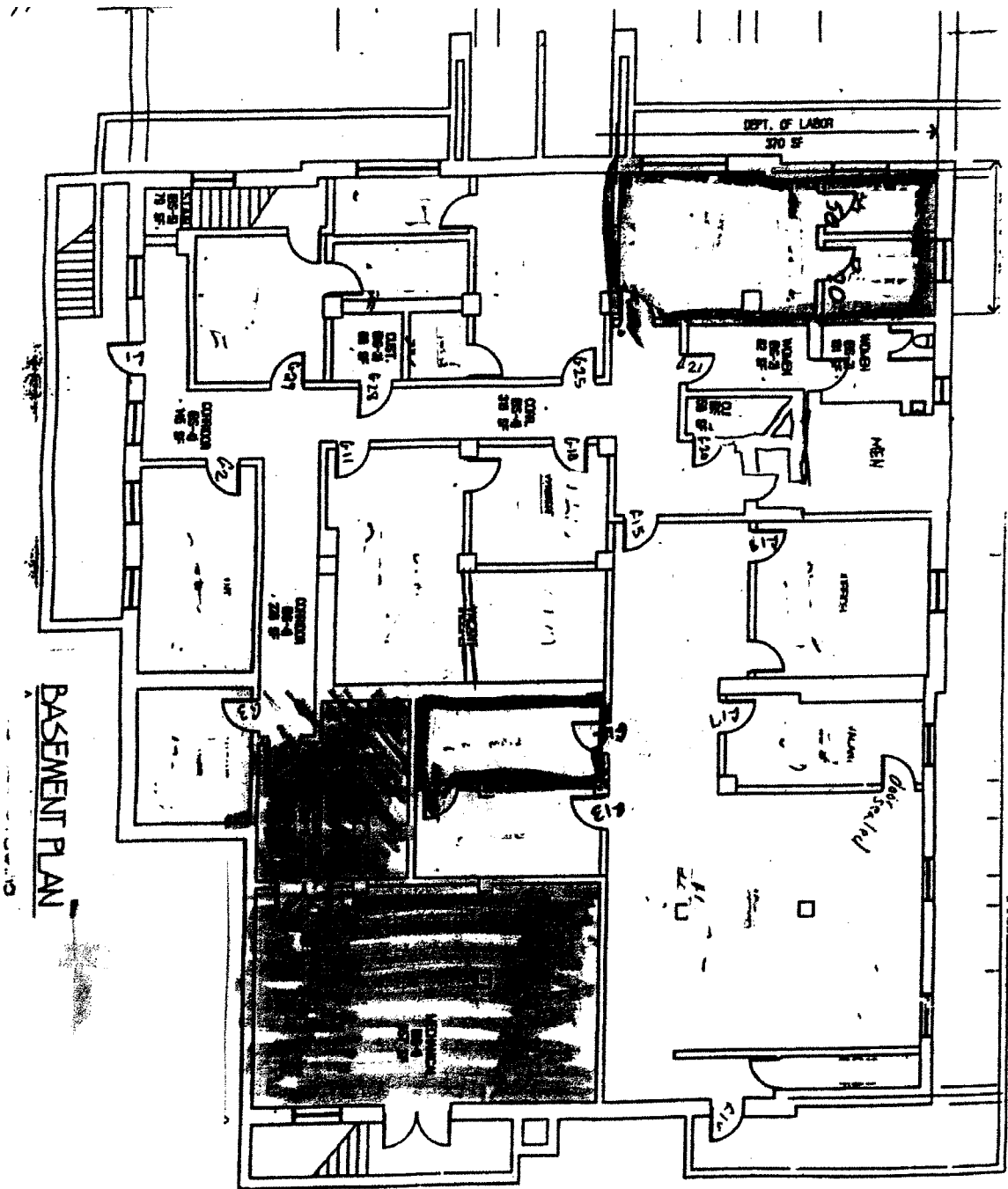

Janis K. Hampton, City Attorney

Exhibit A



BASEMENT PLAN

Exhibit B
Bryan Texas Federal Building
Sub-lease Standard Terms

1. The undersigned tenant (Tenant) is entering into a sublease with AdventGX, Corporation (AGX) for space in the Federal Building in downtown Bryan, in accordance with AGX's master lease with the City of Bryan (City).
2. This Sublease is contingent upon, and subordinate to, the Master Lease between AGX and the City. This Sublease can be terminated by the City at any time due to breach of the Master Lease by AGX or due to a breach of these terms by Tenant.
3. Tenant must obtain renter's insurance covering any equipment, intellectual property (i.e. stored data), or personal property that will be physically located on the Leased Premises. Tenant agrees to release, hold harmless, and indemnify the City against any losses, claims, or causes of action related to same.
4. Keys to the Leased Premises issued to the Tenant are the property of the City and must be returned at the end of the sublease. Keys may not be copied by Tenant. If duplicates are required, AGX may make a request to the City.
5. Any equipment, inventory, fixtures, or other personal property may be subject to ad valorem property taxes.
6. Tenant will not interfere with the ongoing use and quiet enjoyment of the Federal Building by other occupants.
7. Common areas, including stairways, hallways, parking areas, bathrooms, and other shared spaces are to be kept clean, orderly, and in good repair. Tenant agrees to notify AGX or the City of any maintenance needs in the Leased Premises.
8. Tenants are permitted to park in any unrestricted areas adjacent to the Federal Building designated for parking. Parking space availability and assignment may be reasonably restricted by City.

Tenant's signature

Date

Tenant's Printed name

MASTER LEASE AGREEMENT
CITY OF BRYAN FEDERAL BUILDING

This Master Lease (Lease) is entered into by and between the City of Bryan (City), a Texas home rule municipal corporation, and AdventGX Corporation (AGX), a corporation organized under and operating in accordance with the laws of the State of Texas, hereinafter collectively referred to as the Parties.

A. Purpose

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B. Leased Premises

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2. In addition, at a later date the City may make available vacant offices on the first floor, provided they are not used by the City or subject to a separate lease. If AGX agrees, the City Manager is authorized to execute an addendum to this lease including such offices within the definition of "Leased Premises" when they become available.

C. Term

1. The initial term of this lease is two years, beginning on the first day of the month in which this lease becomes effective. Either party may elect to terminate this lease, with or without cause, by notifying the other party, in writing, not more than six but not less than two months prior to the end of the initial term.
2. Unless terminated as provided herein, the lease will automatically renew for a second term of two years beginning immediately after the expiration of the initial term.
3. Following the expiration of the second term, the Lease will automatically renew for successive one year terms, unless either party elects to terminate the lease, with or without cause, by notifying the other party, in writing, not more than six but not less than two months prior to the end of the then current term.

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 - c. During the second term, the minimum payment is \$2,000 per month.
 - d. For any subsequent renewal term, the minimum payment is \$3,000 per month.

E. Subleases

1. Except as provided below, AGX may solicit, negotiate, and execute subleases without prior approval by the City, under such terms as AGX determines will most effectively accomplish the purpose of this Lease. When used in this agreement, "tenant" refers to a sub-lessee of AGX.
2. AGX must include, explicitly or by reference, the generic terms provided in Exhibit B and each tenant must agree to abide by those terms.
3. As set forth in Exhibit B, the City reserves the right to terminate any sublease and expel any tenant for cause.

F. Alterations & Improvements

1. AGX may make additions, improvements, replacements, or cosmetic changes to the Leased Premises, provided that:
 - a. anything other than cosmetic changes (painting, carpeting, and interior signage) has the City's advance, written approval;
 - b. all work is done in a professional, workmanlike manner utilizing good quality materials; and
 - c. there is no interference with the use and quiet enjoyment of the other portions of the Federal Building not included as part of the Leased Premises.

2. Any fixtures, installations, or equipment owned or provided by AGX, or a tenant, may be installed in or affixed to the Leased Premises without transferring any ownership interest to the City, provided that AGX, or the tenant, reimburses the City for any damage caused by the installation or removal of same.

G. Property Taxes

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2. To the extent that AGX or its tenants own or lease personal property in the Leased Premises, AGX agrees that it will be responsible for coordinating with the Brazos County Appraisal District for the appraisal, assessment, and payment of any ad valorem personal property taxes owed for same.

H. Insurance & Indemnity

1. Prior to taking possession of, or sub-leasing portions of, the Leased Premises, AGX agrees to carry Commercial General Liability Insurance, at the coverage level required by the City of Bryan Purchasing Policy, as may be amended. The City must be named as an additional insured on the policy. A certificate of insurance must be provided to the City before the end of the six month grace period at the beginning of the initial term and within thirty days after the policy is renewed.
2. AGX agrees to indemnify, defend, and hold harmless the City, as well as its officers, agents, and employees, for any claim, damage, or cause of action arising out of, or related to, AGX's use of the Leased Premises under this lease. AGX is not liable for any claim, damage, or cause of action due to the acts or omissions of the City. AGX is not liable for any claim, damage, or cause of action due to the acts or omissions of the tenants.

I. Utilities

AGX will reimburse the City for a portion of the utilities equal to the percentage of used space that has been sub-leased. AGX will include with its monthly payments to the City a report indicating which rooms have been rented, using the room numbers indicated on Exhibit A. On a quarterly basis, the City will bill AGX for a percentage of the utility cost, determining the percentage by adding the percentage attributable to each room as set forth in Exhibit C.

J. Access, Maintenance, & Common Areas

1. The City shall have the right to enter upon the Leased Premises at any time for inspection, cleaning, maintenance, or repair, provided that the City will not unreasonably interfere with the operations of AGX or the tenants.
2. The City will maintain control of all keys, but will issue keys to AGX for use by tenants. AGX will ensure that no copies are made.
3. During the term of this lease, AGX and tenants shall have non-exclusive use, in common with other occupants of the building, of the non-reserved parking spaces, driveways, and footways subject to such reasonable restrictions as may be imposed by the City.

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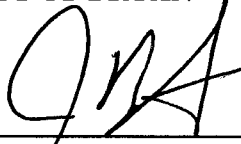
L. Miscellaneous

1. Failure by a party to enforce a provision of this Lease shall not constitute a waiver of such obligation in the future.
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CITY	AGX
City Manager	José Quintana
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4. This lease constitutes the whole agreement of the parties and supersedes any previous discussions, offers, or promises, whether verbal or written. Except as otherwise provided herein, this lease may only be amended in a writing that is duly executed by the parties.

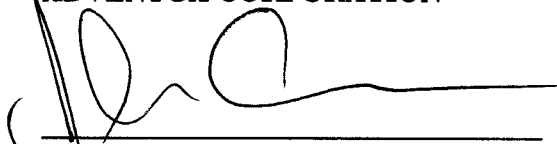
SIGNED AND EXECUTED on this the 28th day of January, 2011, to be effective on the first day of February, 2011.

CITY OF BRYAN



Jason P. Bienski, Mayor

ADVENTGX CORPORATION

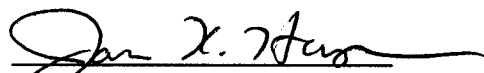


José Quintana, President and Chief
Technology Officer

ATTEST


Mary Lynne Straffa, City Secretary

APPROVED AS TO FORM


Janis K. Hampton, City Attorney

DEPT. OF LABOR
370 SF

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BASEMENT PLAN

BASEMENT PLAN

Exhibit B
Bryan Texas Federal Building
Sub-lease Standard Terms

1. The undersigned tenant (Tenant) is entering into a sublease with AdventGX, Corporation (AGX) for space in the Federal Building in downtown Bryan, in accordance with AGX's master lease with the City of Bryan (City).
2. This Sublease is contingent upon, and subordinate to, the Master Lease between AGX and the City. This Sublease can be terminated by the City at any time due to breach of the Master Lease by AGX or due to a breach of these terms by Tenant.
3. Tenant must obtain renter's insurance covering any equipment, intellectual property (i.e. stored data), or personal property that will be physically located on the Leased Premises. Tenant agrees to release, hold harmless, and indemnify the City against any losses, claims, or causes of action related to same.
4. Keys to the Leased Premises issued to the Tenant are the property of the City and must be returned at the end of the sublease. Keys may not be copied by Tenant. If duplicates are required, AGX may make a request to the City.
5. Any equipment, inventory, fixtures, or other personal property may be subject to ad valorem property taxes.
6. Tenant will not interfere with the ongoing use and quiet enjoyment of the Federal Building by other occupants.
7. Common areas, including stairways, hallways, parking areas, bathrooms, and other shared spaces are to be kept clean, orderly, and in good repair. Tenant agrees to notify AGX or the City of any maintenance needs in the Leased Premises.
8. Tenants are permitted to park in any unrestricted areas adjacent to the Federal Building designated for parking. Parking space availability and assignment may be reasonably restricted by City.

Tenant's signature

Date

Tenant's Printed name

Exhibit C

Utilities

Room #	Square feet	% of Utility Bill
G-23*	351	5
G-25*	337	5
G-29*	295	5
G-2	200	3
G-3	130	2
G-15	1025	15
G-18	232	3
G-17	180	3
G-12	144	2
G-13	128	2
G-11	372	5
G-10	120	2

* - includes closet space